

CONFIDENTIAL

NEGOTIATED CONTRACT		CONTRACT/TASK ORDER NO.		25X1
ISSUING OFFICE				
NAME	ADDRESS		Post Office Box 6788 Fort Davis Station Washington, D.C. 20020	
			25X1	
CONTRACTOR				
NAME	ADDRESS			
			25X1	
CONTRACT FOR			25X1	
Contractor shall perform a program for construction of a bread-board system of automatic stereo correlation and evaluation of the performance capabilities in such a system.				
MAIL INVOICES TO				
Issuing Office				
APPROPRIATION AND OTHER ADMINISTRATIVE DATA				
<p>This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>25 June</u>, 1964, by and between the United States of America hereinafter called the Government, represented by the Contracting Officer executing this contract and _____</p> <p>(i) a corporation organized and existing under the laws of the State of <u>New York</u>.</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>				

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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SCOPE OF WORK:

The Contractor shall perform a study program for construction of a bread-board system for automatic stereo correlation and evaluation of the performance capabilities in such a system in accordance with the Contractor's Proposal No. 552MSC, dated 28 February 1964, as revised by the Contractor's letter. Ref: 552-OD-178, dated 31 March 1964, the said proposal and letter being hereby incorporated in this contract by reference and made a part thereof.

DELIVERABLE ITEMS:

1. Monthly narrative reports (five copies) to include:
 - a. Current status of work
 - b. Projected work for next monthly period
 - c. Problem areas encountered
 - d. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.
2. Final Report including Operational Breadboard

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PERIOD OF PERFORMANCE:

The work to be performed under this contract shall be accomplished during the period of 25 June 1964 to 1 March 1965.

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

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 AND DECLASSIFICATION

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SECURITY

All work under this Contract shall be UNCLASSIFIED.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period.

This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

The association of the sponsor with the work being produced under this Contract is classified **CONFIDENTIAL**. This classified information and any other classified information which may be specified in the first paragraph of this Security Article, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.

Correspondence originated by the Contractor and/or other data to be submitted hereunder, the contents of which contain classified information or refer to the number of this Task Order and/or contract or the name and/or address of the Contracting Officer, shall be stamped by you with the classification of **CONFIDENTIAL**.

REPORTS

A Final Report, manuals, drawings and similar data as may be required under this Contract, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer unless you are advised otherwise.

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SHIPPING INSTRUCTIONS:

Any items to be delivered under this Contract shall be delivered FOB Destination to whatever location within the continental limits of the United States as may be later stipulated by the Contracting Officer.

All deliverable items, if any, shall be packaged and crated if applicable, in accordance with the Contractor's best domestic commercial practice or as further amplified by auxiliary specific instructions of the Contracting Officer.

In the event any material or items which may be concerned hereunder are, or may later become SECRET or CONFIDENTIAL and when the size or weight of such material or items classified SECRET or CONFIDENTIAL makes shipment by registered mail impracticable, commercial shipment should be made only by the Railway Express Agency "Protective Signature Service." The material must be securely crated and banded and prior to shipment the contractor shall advise the Contracting Officer of (1) the date the material will be shipped, (2) the approximate date of arrival, and (3) the approximate weight, size, and number of cartons. Bulk shipments of TOP SECRET material shall be made only in accordance with the specific instructions which will be furnished the Contractor by the Contracting Officer upon notification that the material is ready for shipment.

INSPECTION:

Inspection during the course of the Contract as well as the final inspection and acceptance of deliverable products, if any, hereunder shall be made by the technical representative of the Contracting Officer. Final acceptance of items deliverable hereunder, if any, shall be made after proper inspection at the FOB point designated in accordance with the stipulations of "Shipping Instructions" above.

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(When Filled In)

(SIGNATURES)

CONTRACT NO.

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The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS (Check appropriate boxes)

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures.) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By _____

WITNESSES

By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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Excluded from automatic
downgrading and
declassification

Page Denied